

**Master Agreement**

Between

**The Farmington School Board**

And

**Paraprofessional and Food Service Worker Unit**

Of

**The Farmington Teachers' Association**

**July 1, 2008 - June 30, 2010**

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## **Article I Recognition**

- 1.1** *As defined by RSA 273-A.* The Farmington School Board recognizes the Paraprofessional and Food Service Workers' Unit of the Farmington Teachers' Association, NEA-New Hampshire, NEA as (a) *the exclusive representative of all Para Educators and Food Service Workers for purposes of collective negotiations, and (b) having the right to represent employees in the settlement of grievances.*
- 1.2** The Farmington Teachers' Association, with respect to representation and negotiations, *recognizes its obligation* to represent equally all those persons who now or hereafter shall be employed as Para Educators or Food Service Workers without regard to membership in the Association.

## **Article II Management Rights**

- 2.1** The Board and its Administrative Team shall retain exclusive control of the operation of the District and except for the understandings reached within this agreement nothing shall limit the Board in the exercise of its managerial rights. The Board retains, without limitation, all powers, rights and authority vested in it by laws, rules and regulations including but not limited to: the right to make and amend Board Policy; manage and control school properties and facilities; select and direct personnel; determine, manage and control the school curriculum; relieve employees from duties for just cause; take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the methods, means, and personnel by which the functions of the school district will be performed. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute shall not be subjects for negotiation purposes and as defined and provided for in RSA 273-A:1,XI.

## **Article III Definitions**

- 3.1** The term "Board" as used in this agreement shall mean the Farmington School Board.

- 3.2 The term “Association” shall mean the Farmington Teachers’ Association, NEA - New Hampshire, NEA.
- 3.3 The term “bargaining unit” shall mean persons collectively employed in the categories listed in Article 1.1.
- 3.4 The term “parties” shall refer to the Farmington School Board and the Farmington Teachers Association as participants in this agreement.
- 3.5 The term “superintendent” shall refer to the chief administrative officer of the school district.
- 3.6 The term supervisor shall refer to *the positions of* Assistant Principal, Principal, Director of Food Services, Director of Speech Services, *Director of Pupil Personnel Services, Title I Director*, Assistant Superintendent and/or Superintendent.
- 3.7 The term “Association representative” shall refer to the President of the Association or any other person so designated by the Association.
- 3.8 The term Para Educator, Paraprofessional, Aide person, Food Service Worker, employee, or member used in this agreement shall refer to individuals employed by the Board in those categories listed in Article 1.1 unless otherwise specified.
- 3.9 The term “Administrative Team” shall refer to the Superintendent, Assistant Superintendent, and the Building Principals.
- 3.10 Whenever the singular is used in this agreement, it is to include the plural.
- 3.11 Whenever a pronoun is used, such pronouns shall apply equally to both male and female.
- 3.12 The term “personal leave” shall mean leave utilized for attending to personal matters that must be done during normal school hours.
- 3.13 The term “professional leave” shall mean leave for attending and/or participating in workshops, seminars, conferences, or other related programs and/or activities; it is also to include receiving a degree or participating in a graduation ceremony.
- 3.14 The term “grievant” shall mean a member of the bargaining unit, a group of members of the bargaining unit and/or the Farmington Teachers’ Association representing that member who has filed a grievance, a group of members, or the entire membership collectively.

#### **Article IV Fair Practices**

- 4.1 Position in any summer, extra-curricular, evening, or federal program

shall be filled by the determination of the Board. Strong consideration be given to persons currently employed in the District if they are qualified to fill the vacancy.

- 4.2 Upon entering initial or continued employment, each employee shall offered an individual contract, which shall include a description of all regularly scheduled total work hours. During the year, scheduled hours shall not be modified or reduced as a means to avoid the payment of overtime nor to reduce fringe benefits. This paragraph shall not limit the authority of the Administrative Team in respect to rights as described in paragraph 4.3 below.
- 4.3 The Superintendent and/or his designee has the right to request an Employee to work additional hours on an “as needed” basis for the operation of the System. Such additional hours shall be granted to an employee who is deemed to be most qualified to complete the assignment. If more than one person is so qualified, requests shall be made to individuals on a rotating basis.
- 4.4 The employee has the right to refuse such additional hours without interfering with his/her job security.

### **Article V Employee Rights/ Association Privileges and Responsibilities**

- 5.1 The Board agrees that it shall not interfere with the right of a Para Educator or Food Service Worker to become a member of the Association and agrees that there shall be no discrimination against any employee because of membership in the Association.
- 5.2 The Association agrees that it shall not interfere with the right of an employee not to become a member of the Association.
- 5.3 Building Principals shall permit placement of Association material and notices in each employee’s mailbox and on teachers’ room bulletin board. The President of the Association shall be responsible for the content of these materials and shall ensure that such material is professionally within the standards of good taste.
- 5.4 Outside of normal school hours, the Association shall have the right to use designated areas in the school for the Association business provided that there is no interference with scheduled school activities. The use of school facilities shall be arranged with the Building Principal in advance by the President of the Association or his designee.

5.5 When the District offers an employment agreement to a new employee, the District will provide the union president with the employee's name, job title, job location and salary placement.

### **Article VI General Provisions**

6.1 The Board and the Association agree to share equally in the cost of printing this agreement. The Association shall distribute copies of this agreement to all members currently employed, and the Board shall distribute copies of this agreement to all administrative and supervisory personnel in the District. All newly hired members of the bargaining unit shall be given a copy of this agreement by the Superintendent or his designee upon being hired by the district.

### **Article VII Working Conditions**

7.1 The school year shall consist of 185 work days for Para Educators and 186 days for Food Service Workers exclusive of school days cancelled because of inclement weather or similar emergency. For Food Service Staff, the 186<sup>th</sup> day shall be one day prior to the opening of the Teachers' school year and is for the purpose of cafeteria preparation. It is mutually agreed that on workshop days, less than a full kitchen staff may be needed and work schedule during these days shall be determined at the discretion of the Director of Food Services.

7.2 Para Educators shall attend all staff/teacher meetings upon the request of the Building Principal.

7.3 All duties shall be assigned by Building Principals on an equitable basis.

7.4 The district shall make every effort to provide every Para Educator and Food Service Worker with a duty free lunch period every day.

7.5 The Board shall establish the school calendar. The Association will be provided the opportunity to review it and make recommendations prior to the publication of the school calendar.

#### **7.6 PROBATIONARY PERIOD**

*7.6.1. The first sixty (60) work days of employment shall be the probationary period.*

**7.6.2. *The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.***

## **7.7 WORK POLICY AND REGULATIONS**

**7.7.1 *All employees shall be required to report to work on time, shall not leave the job early without prior permission, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.***

**7.7.2 *All employees shall be provided with a copy of his/her job description. Prior to any changes being made to a job description, the Board, or its designee, shall meet and confer with the Association regarding the nature of such changes. Upon revision of a job description, the employee shall be provided with an updated copy.***

**7.7.3 *Each employee shall be informed of his/her duties, responsibilities and reporting chain of command.***

**7.7.4 *Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.***

**7.7.5 *One bargaining unit employee from each school, appointed by the Association, shall participate in the joint loss committee required under RSA 281-A:64.***

## **Article VIII Compensation**

**8.1 Salaries shall be paid in accordance with the salary schedule in Appendix A of this agreement.**

**8.2 *Those employed at least ninety three (93) days during the previous year shall advance one step on the wage schedule on July 1 each year, provided the employee receives a satisfactory evaluation.***

**8.3 An experienced employee entering the Farmington School System will receive the equivalent pay of a like experienced employee in the Farmington School District. Example: a para from another district, a person from a state licensed day care center or a substitute teacher; the Superintendent has final authority over recommendations to the School Board regarding hiring.**

**8.4 The salary of employees shall be paid bi-weekly based upon those hours worked or credited for the previous two weeks. If a pay day**

falls on a non-scheduled school day, paychecks will be distributed on the last day school is in session prior to the nonscheduled school day. The exception to the above shall be at the end of the school year when employees shall be paid within one week of the last day of their employment for the current year. Employees may elect to have either 21 or 26 pay periods per year.

**8.5** Upon written application from an employee, payroll deductions will be made for all insurances, tax sheltered annuities (less any insurance premiums contained therein) Association dues, savings bonds, and credit union business. Such authorizations shall be revocable between July 1 and September 10. The Superintendent of Schools shall send a notice of termination of Association dues of an individual member to the Farmington Teachers' Association. A statement of these deductions shall be provided with each salary payment. Those required by law i.e. withholding taxes, retirement, and FICA will automatically be deducted.

8.5.1 *Except for the authorization of union dues withholding, which may occur at any time*, the enrollment period for Article 8.5 shall be during the month of September of each school year or within one month (30 calendar days) of an employee's initial employment.

8.5.2 All authorized deductions shall be paid as soon as possible or when billed. Upon termination of employment, the remaining Association dues will be withheld from the final paycheck of the employee.

8.5.3 Association dues shall be paid to the Treasurer of the Association *within one week of the day* that paychecks are issued from which the dues were deducted.

**8.6** Paydays for Para Educators and Food Service Workers shall be the same as the teachers.

**8.7** If a para educator is hired as a substitute for a teacher or a specialist, then that para educator shall be paid an additional \$35.00 more than their normal pay for that work day. The para educator may refuse a request to substitute.

**8.8** Non-certified para educators will stay on their present step until such time as they become certified. Upon certification, the employee will move up one step the following contract year. Newly hired para educators must apply for certification in order to advance and as a

condition of employment for the following school year.

### **Article IX Fringe Benefits**

- 9.1** The District agrees to pay 60% of the premium cost of a single plan corresponding to Matthew Thornton Blue HMO for eligible employees. A health care plan that provides comparable coverage to the above from another provider may be substituted and adopted for the above health insurance coverage at the discretion of the Board. Any change that reduces coverage must be mutually agreeable to both parties. For the purpose of this article, the word “coverage” shall mean benefits provided by the plan as well as availability of services under the plan.
- 9.2** If a member is entitled to health plan coverage as outlined in Article 9.1 but elects not to receive said benefits then that member may elect one of the following two options:
- Option 1     The District will provide the full cost of a single membership in a dental plan of its choice. The coverage will correspond to the NH Dental Service Corporation of Northeast Delta Dental, Plan II Coverage A and B.
- Option 2     *\$1000.00 in the form of two (2) \$500.00 payments as a “buy-back.” The first payment shall be made in the first paycheck of December and the second payment shall be made in the last paycheck of June.*
- 9.3** A member shall receive the following paid holidays: Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Memorial Day and any other holiday adopted by the Farmington School Board as a holiday
- 9.4** An employee’s weekly pay will not be reduced due to any unscheduled loss in time beyond the control of the member. This article does not apply to full work days cancelled due to snow or other emergency.
- 9.5** *The District agrees to reimburse employees up to \$125.00 per workshop for the two (2) professional days referenced in Article 10.1.4 and School Board Policy #4242.5.* All mileage costs associated with workshops and other approved meetings will be at the IRS standard mileage Rate.
- 9.6** All stipends paid to Para Educators/Food Service Workers for

extracurricular or co-curricular appointments shall be equitable to those paid to full time teachers when the Para Educator/Food Service Worker is performing the same duties.

### **Article X Leave**

- 10.1** Employees will be entitled to temporary leaves of absence from school with full pay each year as follows:
- \*\*10.1.1 Sick leave will be granted at the rate of ten days per year cumulative to 60 days. Employees must call their supervisor or designee before 8:00 am on the day of the illness (or the evening before) and may be required to present a doctor's note for three (3) consecutive days of absence.
  - \*\*10.1.2 Employees with more than sixty (60) days of total accumulated sick leave shall be reimbursed at a rate of thirty percent (30%) of the employee's normal daily rate of pay for each day in excess of sixty days. Payment shall be made at the end of the school year.
  - \*\*10.1.3 The Board shall notify each member in writing of the total accumulated sick days. Said notification shall be given by September 15 of each year. Employees have the option to donate sick days to establish and maintain a sick bank to be used for catastrophic illness or injury. The rate will be determined by dividing the dollar amount by the number of days donated to the bank. Payment will not be at a higher rate than the receiving person is earning.

- \*\*10.1.4 As per School Board Policy #4242.5, which authorizes professional leave, a member may take up to two (2) days to attend workshops and/or conferences. The member will seek prior approval of the Superintendent or his designee to attend such workshops.
  - \*\*10.1.5 If a member is required to serve on jury duty then that member shall not suffer a loss in pay and/or benefits as per School Board Policy.
  - \*\*10.1.6 Employees are granted two days of personal leave. If this leave remains unused, it will not carry over to the following year.
- 10.2** If a member is requested by the Superintendent to attend a function on behalf of the Board, District, or School Administrative Unit, the member will not suffer a loss of pay. All fees and mileage costs will be paid by the School District or the School Administrative Unit at current rates in Article 9.5
- 10.3** The Superintendent may make recommendations for the extension of any of the above leaves or for leaves of absence for special reasons and may grant such leaves solely at the discretion of the Board.
- 10.4** Upon the death of a member of the immediate family (spouse, parent, or child) Para Educators and Food Service Workers shall be granted up to five (5) paid bereavement days upon requests. Bereavement leave for other than members of the immediate family may be granted upon request solely at the discretion of the Superintendent of Schools. The use of such days shall have no impact on other accumulated leave.

## **Article XI Evaluations**

- 11.1** All observations and evaluations will be made by the member's supervisors and shall be conducted openly and with full knowledge of the member in accordance with the SAU #61 evaluation policy. The member will be given a copy of any evaluation report with his supervisors and to append any remarks to the report. All such remarks will be included with the report when placed in the member's file.
- 11.2** *All support staff evaluations will be completed on an annual basis between the start of the school year and the last day of school.*
- 11.3** *At the time the employee is notified of his/her evaluation, the administration will provide a blank evaluation form for the purpose of completing a self-evaluation. The self-evaluation will not be added*

*to the employees personnel file, but should be brought to the evaluation meeting for discussion purposes. Additionally, any employee may bring other items for discussion purposes such as a portfolio or materials identifying accomplishments.*

- 11.4** *Completed evaluations shall be provided to employees in sealed envelopes.*
- 11.5** Material derogatory to member's conduct, services, character or personality will not be placed in the member's file until a copy of the material has been presented to the member in the presence of his/her supervisor and one other Assistant Principal, Principal, or Assistant Superintendent. The member will have the right to submit a written answer to the Superintendent who will review and attach same to the file copy.
- 11.6** A member's signature acknowledging receipt of any material referred to in Article 11.1 or **11.5** shall, in no way, be construed to constitute agreement with such material.

## **Article XII Grievance Procedures**

- 12.1** A grievance is an alleged violation, misinterpretation or misapplication, with respect to one or more members, of any provisions of this agreement.
- 12.2** All time limits specified in this article shall mean school days and are maximum unless extended by mutual agreement.
- 12.3** General provisions:
- \*\*12.3.1 The grievant must be present at all conferences and meetings pertaining to his grievance. The individual though, as does the Board, has the right to representation of his own choice at any conference and/or meeting.
  - \*\*12.3.2 A grievance will be heard at a time other than during the normal school day and/or hours unless by mutual agreement.
  - \*\*12.3.3 All documents, communications and records dealing with the processing of a grievance may be filed with regular personnel files, and shall be made available to both parties upon written request. All paperwork dealing with a grievance filed on behalf of the Association shall be filed separately from any personnel file.
  - \*\*12.3.4 Before beginning the grievance procedure at Step 1, the member(s) shall discuss the problem with the Building

Principal and/or other individual (s) concerned in an effort to resolve the conflict.

- \*\*12.3.5 In order to encourage and allow resolution of grievances on an informal basis, the grievant(s) will be allowed ten (10) days following the condition or act, which is the basis of the complaint, to present the grievance at Step 1. However, no grievance will be accepted at Step 1 if more than ten (10) days have elapsed since the incident.

#### **12.4 General Procedures:**

- \*\*12.4.1 Step 1: Any grievant (s) wishing to process a formal grievance will do so in writing to the Building Principal who shall establish a formal conference on the matter in an attempt to resolve said grievance. The aggrieved and the Farmington Teachers' Association shall be given at least two (2) days written notice of said conference. The Building Principal shall respond in writing within ten (10) days from the date the formal grievance was filed. The Building Principal's decision shall be communicated to both the aggrieved and the Farmington Teachers' Association.
- \*\*12.4.2 Step 2: If a grievance remains unsolved after Step 1, the aggrieved and, if requested in writing by the aggrieved, the Association, may, within five (5) days present the grievance in writing to the Superintendent. The Superintendent shall schedule a meeting within ten (10) days. Within ten days after said meeting, the Superintendent will communicate his decision to the aggrieved and the Farmington Teachers' Association.
- \*\*12.4.3 Step 3: If the grievance remains unsolved after Step 2, the aggrieved, and if requested in writing by the aggrieved, the Association may, within ten (10) days present the grievance to the School Board. Within ten days after the receipt of a grievance, a majority of the board shall meet with the aggrieved for the purpose of hearing the arguments of the parties involved. Within ten days after said meeting, the Chairman of the Board shall communicate the Board's decision in writing to the aggrieved and the Farmington Teachers' Association.
- \*\*12.4.4 Step 4: If a grievance remains unresolved after Step 3, the Association may within ten days submit the grievance in

writing to arbitration by filing with the Board and the American Arbitration Association a request for arbitration. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute shall constitute the sole and entire subject matter to be heard by the arbitrator, unless both parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties. In the conduct of an

arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration rules of the American Arbitration Association shall apply. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision which requires the Board to expend more than seven hundred and fifty dollars (\$750) shall be advisory to the Board which shall in such cases, make a final decision within twenty days after receiving the arbitrator's decision. Both parties agree that the arbitrator shall be prohibited from modifying or adding to this agreement.

### **Article XIII Vacancies**

- 13.1** The Superintendent shall determine when a vacancy exists and notice of such vacancies will be sent to the Association President when they are posted. If such a vacancy occurs within the normal school year, notice of the vacancy will be posted where it will be available to the employees. For Food Service Workers, this will be in the kitchen area; for paraprofessionals, the place of notice will be the teachers' room and the main office of each school.
- 13.2** Employees desiring to be considered for a vacant position will make application for such position within five (5) days of the posting of a vacancy.

- 13.3** Employees who desire a change of assignment, or who desire to transfer to another building may file a written statement with their immediate supervisor. Such statement will include the position desired and the school(s) to which the employee desires to transfer, if applicable.
- 13.4** Currently employed persons shall have preferences in filling vacancies if they are qualified to fill such a vacancy and if in the opinion of the Superintendent such an action is in the best interest of the District.

#### **Article XIV Reduction in Force**

- 14.1** Notification of intended layoffs shall be given as far in advance as possible.
- 14.2** A member shall have a right to an explanation for the layoff by the Superintendent or his designee. The personnel file of the employee laid off for economic reasons (including decrease in enrollment) shall indicate that such was the reason for the layoff.
- 14.3** Decisions regarding order of layoff and recall shall be based on seniority within job classification within this agreement.
- 14.4** Recall rights are extended to past employees for a two-year period from date of layoff.

#### **Article XV Amending of Agreement**

- 15.1** This agreement may be amended in writing at any time by mutual consent of the Board and the Association.

#### **Article XVI Savings Clause**

- 16.1** If any provision of this agreement is or shall at any time be contrary to State or Federal Law, State Board of Education policy, rules or regulations or contractual agreements not to exclude the individual teacher contract, then such provisions shall be deemed invalid and all remaining provisions will continue in full force.

**Article XVII Duration**

- 17.1** This agreement shall become effective at 12:00 A.M. on *July 1, 2008* and remain in effect until 11:59 P.M. *June 30, 2010*.
  
- 17.2** The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within 14 days of its execution in accordance with PUB 207.03 (b).

Paraprofessional and Food Service  
Workers' unit of the Farmington  
Teachers' Association

Farmington School Board

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A: Wage Schedules

### Food Service Workers

Step	07-08	08-09	09-10
	8.09	<b>8.09</b>	<b>8.09</b>
2	8.45	<b>8.41</b>	<b>8.41</b>
3	8.75	<b>8.79</b>	<b>8.75</b>
4	9.17	<b>9.10</b>	<b>9.14</b>
5	9.73	<b>9.54</b>	<b>9.46</b>
6	10.39	<b>10.12</b>	<b>9.92</b>
7	11.04	<b>10.81</b>	<b>10.52</b>
8	11.95	<b>11.48</b>	<b>11.24</b>
9	12.84	<b>12.43</b>	<b>11.94</b>
<b>10</b>		<b>13.35</b>	<b>12.93</b>
<b>11</b>			<b>13.89</b>

### Certified Para Educators

Step	07-08	08-09	09-10
1	9.06	<b>9.06</b>	<b>9.06</b>
2	9.65	<b>9.42</b>	<b>9.42</b>
3	10.26	<b>10.04</b>	<b>9.80</b>
4	10.87	<b>10.67</b>	<b>10.44</b>
5	11.47	<b>11.30</b>	<b>11.10</b>
6	12.08	<b>11.93</b>	<b>11.76</b>
7	12.67	<b>12.56</b>	<b>12.41</b>
8	13.28	<b>13.18</b>	<b>13.07</b>
9	13.90	<b>13.81</b>	<b>13.70</b>
10	14.88	<b>14.46</b>	<b>14.36</b>
<b>11</b>		<b>15.48</b>	<b>15.03</b>
<b>12</b>			<b>16.09</b>

## **Appendix B: Longevity**

Para Educators and Food Service Workers who have been employed for more than *seven (7) years* in the Farmington School District shall receive a longevity payment of five hundred dollars (\$500.00) of which 50% will be paid in the first paycheck in December and the other 50% will be paid in the last paycheck in June. *Those employed more than fifteen (15) years shall receive a longevity payment of one thousand dollars (1,000.00).*

## **Appendix C: Board Policies**

Included are the following Farmington School District Policies:

- #4234 - Health Insurance
- #4242.5 - Professional Leave for Paraprofessional/Food Service Staff
- #4251.2 - Harassment Policy and Procedures

*Farmington School District  
Farmington, NH*

**Policy #4234 - Health Insurance**

The district will provide health insurance in accordance with agreements negotiated with collective bargaining units.

For those certified employees not covered under collective bargaining agreements, and not otherwise individually negotiated, the District will provide full cost of a single plan, or 80% of a 2-person or family plan equivalent to Blue Cross/Blue Shield JW plan with Major Medical.

For those full time, non-certified employees who are not covered by a collective bargaining agreement, the District will provide the full cost of a single plan as described above with the exception that this plan may be substituted in favor of a fully paid single dental plan.

For those employees who are eligible for, and elect coverage under a spouse's plan, the District agrees to reimburse that employee a sum not to exceed 20% of the cost of the premium of benefits for which they would be notified no later than June 15 of the year preceding fiscal year for which the election is being made. The election will be on an annual basis with reimbursement to be made through voucher manifests on a quarterly basis. Once the determination has been made, it will remain in effect until the following June unless there is some change constituting a qualifying event under the provisions of COBRA.

Under no circumstances will reimbursement be made for months outside the period of contract of the employee, nor for the months in which the employee was ineligible for the employer's plan.

*Approved by the Board: October, 1993*

*Farmington School District  
Farmington, NH*

**Policy #4242.5 - Professional Leave for Paraprofessional/Food Service Staff**

The School Board authorized two non-accumulative professional leave days for paraprofessional and foodservice personnel to attend workshops and/or conferences.

These staff members desiring professional leave will submit their request in writing to the appropriate Principal or Food Service Director for consideration and will approve/disapprove the request.

Paraprofessionals or foodservice workers taking a professional day will be paid their hourly rate for the time they are absent from their normal assignment, as well as mileage and registration fees.

The total number of work or workshop days shall not exceed the number of days specified in the individual's Memorandum of Agreement without making written request of the Superintendent who will approve or disapprove the request.

Re-Adopted by the Board: October 1993

Re-adopted by the Board: May 17, 2004

*Farmington School District  
Farmington, NH*

**Policy #4251.2 – Harassment Policy and Procedures**

**I. Policy**

- A. All members of the academic community may work and learn in an atmosphere of respect for dignity and worth of all its members. The school district recognizes its obligation to respect the legal rights of all employees and students. It is the Policy to maintain a healthy environment free from all forms harassment wherever it appears in the school system. All members of all the SAU #61 school community (employees and students) will comply with all federal and state non-discrimination law.

The Farmington School District will not discriminate against any person or group due to age, race, color, creed, religion, national origin, disability, sex and sexual orientation as prohibited by law.

- B. It shall be a violation of this policy for any member of Farmington School District staff or student body to harass another staff member or student through conduct or communications of harassing nature as defined in Section II. It shall also be a violation of this policy for students to harass other students or staff through conduct or communications of harassing nature as defined in Section II.
- C. Each administrator shall be responsible for promoting understanding and acceptance of, and assuring compliance with, state and federal laws and board policy and procedures governing harassment within his or her school or office.
- D. This policy applies to all students, district employees including administrators, teachers, support staff and to all school district contractors and consultants.
- E. Violations of this policy or procedure will be cause for disciplinary action.

**II. Definitions**

- A. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature including, but not limited to, verbal abuse of a sexual nature, offensive sexual behavior, words used to describe an individual, repeated

brushing against an individual's body, touching, patting or pinching, sexually explicit gestures and the display and/or possession of sexually suggestive objects or pictures.

- B. Verbal harassment, bullying, and hazing (oral or written) means, but is not limited to unwelcome remarks, criticisms, racial, religious, ethnic slurs, insults, taunting, ridicule, and/or suggestive, lewd remarks.
- C. Physical harassment, bullying and hazing mean unwanted physical advances or contact such as, but not limited to punching, poking, tickling, groping, tripping, and employing the use of projectiles.

Such behaviors are unwelcome when:

1. Submission to such a conduct is made explicitly or implicitly a term or condition of a person's employment or advancement of a student's participation in school programs or activities.
  2. Submission to or rejection of such conduct by an employee or student is used as the basis for decision affecting the employee or student.
  3. Such conduct has the purpose or effect of unreasonably interfering with an employee or student's performance or creating an intimidating, hostile, or offensive, work or learning environment.
- D. It is no defense to a claim of harassment that the alleged harasser did not intend to harass.

### **III. Complaint Procedure**

The procedure for handling harassment within the Farmington School District shall be as follows:

#### **STEP #1**

Any person who alleges harassing behavior by another person in the School District should report the incident directly to a staff member, counselor, administrator, Superintendent of Schools or his/her designee (complaint manager/Title IX coordinator)

or to the harasser what his/her feelings are, and that he/she expects the behavior to stop. This may be done verbally or in writing. The alleged offender shall be promptly informed that a complaint has been filed and in a manner designed to assure the rights of all parties are protected. The individual accused shall be given an opportunity to respond to said complaint.

It shall be the responsibility of the Superintendent or building level complaint manager to investigate the incident in accordance with the district's harassment complaint procedure and to take action as deemed appropriate as described in Section IV of this policy under Sanctions.

Reporting alleged harassment will not impact in any way a student's status, either academic or social in school. It will not reflect upon an employer's status nor will it affect future employment or work assignments.

#### STEP #2

If the behavior is repeated, write a formal summary to the complaint manager. Include the following information:

1. What happened
2. When it happened
3. Where it happened
4. Who the harasser was
5. What you said/did
6. How you felt
7. How the harasser responded
8. Verbatim quotations
9. Witnesses

- A. If at any time you believe that you have been subjected to harassment, you may contact a social service agency or governmental agency to pursue legal recourse:

Office of Civil Rights

Boston, MA (1-617-565-6390)

NH Commission for Human Rights

163 Loudon Road

Concord, NH 03301 (603-271-2767)

- B. The right to confidentiality, both of the complaint and of the accused, will be respected consistent with school district's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this has occurred.

#### **IV. Sanctions**

- A. A substantiated charge against a staff member in the school district shall subject staff member to disciplinary action, up to and including the possibility of discharge in accordance with appropriate state statute(s).
- B. A substantiated charge against a student in the school district shall subject the student to disciplinary action, which may include suspension or expulsion, consistent with the student discipline code.
- C. The District will discipline any individual who retaliates against any person who reports alleged harassment or who retaliates against any person who assists in an investigation or proceeding relating to any harassment complaint. Retaliation includes but is not limited to any form of intimidation, reprisal or harassment.

YOU ARE PROTECT UNDER the Title VI of the Civil Rights Act of 1964, the Age of Discrimination Act of 1967, Title IX if the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Education for all Handicapped Children act of 1975.

1<sup>st</sup> Draft: March 1, 1999

2<sup>nd</sup> Draft: April 5, 1999

3<sup>rd</sup> Draft: May 4, 1999

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